the date showed. The assignor asked equitable relief by way of cancellation and an injunction to prevent the assignee from seeking to enforce the assignment. *Held,* that the plaintiff was entitled to cancellation and an injunction. *Raulines v. Levi* (1919, Mass.) 121 N. E. 500.

The decision goes on the ground that the action of the defendant in serving notice of the void assignment upon new employers was "oppressive." The result reached is a sensible one, but difficult to reconcile with the large number of decisions in which courts have refused equitable relief on the ground that the instrument whose cancellation is asked is void on its face. For an intelligent discussion of the problem see *Day Co. v. State* (1887) 68 Tex. 527, 64 S. W. 865.

CARRIERS—LIABILITY—FRAUDULENT PROCUREMENT OF CONFISCATION.—The defendant carrier accepted live poultry from the plaintiff for interstate shipment and issued the customary bill of lading, which provided that the carrier should not be liable for any loss or damage to the property "caused by the authority of the law." The car containing the poultry was caught in a flood which overflowed the rails and made access to it difficult. Martial law being proclaimed in the flooded district, the carrier, by representations either false or not known to be true, induced the military authorities to "confiscate" the poultry. In an action by the plaintiff, based on the bill of lading, the defendant claimed that it was prevented from performing its contract "by the authority of the law." *Held,* that the defendant was liable. *Chicago & E. Ill. R. R. v. Collins Produce Co.* (March 3, 1919) U. S. Sup. Ct., Oct. Term, 1918, No. 138.

The fiduciary character of the common carrier's duty was recognized early in the common law, and the carrier, in consequence, was made an insurer. This was felt to be necessary in order to prevent dishonesty and collusion between the carrier or its servants and others, to the injury of the shipper. *Coggs v. Bernard* (1704, K. B.) 2 Ld. Raym. 909; *Riley v. Horne* (1828, Eng. C. P.) 5 Bing. 217. The same principle has been almost universally adhered to in the United States and the greatest care and good faith required of the common carrier in both its contractual duties and its common-law liabilities. *Railroad Co. v. Lockwood* (1873, U. S.) 17 Wall. 357, 21 L. ed. 627; *Bank of Kentucky v. Adams Express Co.* (1876) 93 U. S. 174, 23 L. ed. 872. This requirement of good faith has been so rigid that a carrier, which by fraud or connivance permitted a judgment to be rendered against it for property in its charge, was not allowed to avail itself of the judgment in bar to a suit by the shipper. *American Express Co. v. Mullins* (1909) 212 U. S. 311, 29 Sup. Ct. 381. The instant case affords another illustration. A discussion of the liability of common carriers under the Act to Regulate Commerce may be found in (1916) 25 YALE LAW JOURNAL, 341.

CONTRACTS—IMPOSSIBILITY OF PERFORMANCE—INTERFERENCE WITH DELIVERY OF GOODS CAUSED BY WAR.—Early in 1914 the defendants contracted to deliver certain Finland birch timber at Hull, England. Before the time for delivery expired the war broke out and made it impossible to ship the timber from a Finnish port through the Baltic. This was the usual mode of shipment and other modes were much more expensive. This fact was unknown to the plaintiff, nor did he know that Finnish birch was not kept in stock in England. *Held,* that the continued possibility of delivering by way of the Baltic was not an implicit condition of the contract and that the plaintiff was entitled to damages for non-delivery. *Blackburn Bobbin Co. v. Allen* (1918, C. A.) 119 L. T. Rep. 215.

It should be observed that performance in this case did not become impossible, for shipment could have been made to the North Sea by rail through Sweden. Since the plaintiff did not know what was the normal mode of shipping he could not be held to have consciously contracted with its continued possibility as a